

RECORDATION NO. 20896-U FILED

ALVORD AND ALVORD
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JUL 31 '01 19-84 AM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 20, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are five (5) copies of a Trust Indenture Supplement No. 7 (GARC Trust No. 97-2), dated May 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease Agreement (GARC Trust No. 97-2) which was previously filed with the ~~Commission~~ under Recordation Number 20896. Board

The names and addresses of the parties to the enclosed document are:

Owner Trustee: State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02101

Indenture Trustee: Bank One Trust Company, NA
One First National Plaza
Chicago, Illinois 60670

A description of the railroad equipment covered by the enclosed document is:

Railcar GACX 006402 is being replaced by GACX 006859.

Mr. Vernon A. Williams
July 20, 2001
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A short summary of the document to appear in the index is:

Trust Indenture Supplement No. 7 (GARC Trust No. 97-2), dated May 31, 2001, between State Street Bank and Trust Company, Owner Trustee, and Bank One Trust Company, Indenture Trustee.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bjg
Enclosures

RECORDATION NO. 20896-U FILED

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**TRUST INDENTURE SUPPLEMENT NO. 7
(GARC Trust No. 97-2)**

SURFACE TRANSPORTATION BOARD

This Indenture Supplement No. 7 (GARC Trust No. 97-2), dated May 31, 2001 (this "Indenture Supplement"), of State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as trustee the ("Owner Trustee") under the Trust Agreement (GARC Trust No. 97-2), dated as of September 24, 1997 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Banc of America Commercial Finance Corporation, as Owner Participant ("Owner Participant");

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GARC Trust No. 97-2) dated as of September 24, 1997 (the "Indenture"), between the Owner Trustee and Bank One Trust Company, NA as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Unit covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Unit to the Indenture Trustee; and

WHEREAS, the Indenture includes the Equipment described in the copy of Lease Supplement No. 7 attached hereto and made a part hereof; and

NOW, THEREFORE, in order to secure the prompt payment of the principal of and Premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Unit described in the copy of the Lease Supplement No. 7 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

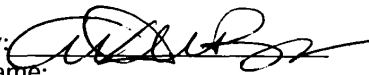
This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company
of Connecticut N.A., not in its individual
capacity, but solely as Owner Trustee

By: 

Name: Alison Della Bella
Title: Assistant Vice President

Bank One Trust Company, NA, not in
its individual capacity, but solely as
Indenture Trustee

By: _____
Name:
Title:

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

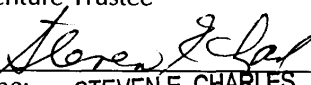
AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

State Street Bank and Trust Company
of Connecticut N.A., not in its individual
capacity, but solely as Owner Trustee

By: _____
Name:
Title:

Bank One Trust Company, NA, not in
its individual capacity, but solely as
Indenture Trustee

By: 
Name: STEVEN E. CHARLES
Title: VICE PRESIDENT

Commonwealth of Massachusetts)
) SS
County of Suffolk)

On this 20th day of June, 2001, before me personally appeared Alison Della Bella
to me personally known, who being by me duly sworn, say that he/she is Assistant Vice President
of State Street Bank and Trust Company of Connecticut N.A., that said instrument was signed
on such date on behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free act and deed of said
corporation.


Notary Public

SEAL
My Commission Expires:

BEVERLY ANN BURACK
Notary Public
My Commission Expires April 16, 2004

State of Illinois)
) SS
County of Cook)

On this ___ day of _____, 2001, before me personally appeared _____,
to me personally known, who being by me duly sworn, say that he/she is _____
of Bank One Trust Company, NA that said instrument was signed on such date on behalf of
said corporation by authority of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

Commonwealth of Massachusetts)
) SS
County of Suffolk)

On this ___ day of _____, 2001, before me personally appeared _____,
to me personally known, who being by me duly sworn, say that he/she is _____
of State Street Bank and Trust Company of Connecticut N.A., that said instrument was signed
on such date on behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free act and deed of said
corporation.

Notary Public

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this 6th day of June, 2001, before me personally appeared STEVEN E. CHARLES
to me personally known, who being by me duly sworn, say that he/~~she~~ is VICE PRESIDENT
of Bank One Trust Company, NA that said instrument was signed on such date on behalf of
said corporation by authority of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Diane Mary Wuerzt
Notary Public

SEAL
My Commission Expires:

